

PROJECT: I-17-3-912  
SECTION: ACDC CANAL

NO. 9264
FILED WITH SECRETARY OF STATE
Date Filed 6-8-84
<i>[Signature]</i> Secretary of State

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND

THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

THIS AGREEMENT entered into this 4<sup>TH</sup> day of JUNE, 1984 between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State", and the Flood Control District of Maricopa County, a municipal corporation, acting by and through its Board of Directors, hereinafter called "District",

WHEREAS, State is empowered by Section 28-108 Arizona Revised Statutes to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of the State; and

WHEREAS, District is empowered by Section 45-2360 and 45-2369 Arizona Revised Statutes to enter into this agreement and acting by and through its Board of Directors, has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of District; and

WHEREAS, District desires to establish a diversion channel to be known as the Arizona Canal Diversion Channel; and

WHEREAS, said channel will pass beneath Interstate Highway 17 immediately north of the existing Arizona Canal; and

WHEREAS, State agrees to construct new bridges on I-17 at the point of crossing of said canal to allow the diversion channel to pass beneath the Interstate Highway; and

WHEREAS, the total cost of said construction project is estimated to be \$3,000,000.00 which cost District agrees to pay in the manner set forth below.

THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

STATE SHALL:

1. Engage qualified consultants to conduct soil and foundation investigations, design and develop complete plans and engineering data for the proposed construction, and develop a traffic control plan which will include temporary signing, striping and such temporary traffic signals as may be necessary during the period of construction of said project and furnish said plan to State and District for approval.

2. Review consultants' data and plans and approve same.

3. Following design approval by all parties and the FHWA, submit said project to competitive bidding, award a contract to the lowest qualified bidder and schedule said project for construction.

4. Grant to District the necessary easements and/or permits for construction of the proposed diversion channel beneath Interstate Highway 17 structures, which said roadway and structures State agrees to maintain.

5. Allow District access to the completed channel for purposes of maintenance and repair of said channel, the maintenance of which shall be the responsibility of District, and done in such manner as not to endanger or interfere with highway traffic.

6. In the event the total cost of completing said project is less than the estimated cost, refund to District the excess money deposited with State, within 30 days of receipt of written request for same by District.

DISTRICT SHALL:

1. Furnish to consultant for his use in designing said project required survey information, including existing benchmark, alignment and hydraulic data.

2. Provide such additional information as may be required by consultants and cooperate with State and its contractors during construction of the project.

3. Review consultants' data and plans and approve same.

4. Acquire without cost to State, any required rights of way or easements needed to construct said project, and in addition, any easements which may be required for maintenance purposes.

5. Within 30 days following the effective date of this agreement, deposit with State \$400,000.00 to cover the estimated costs of design, preliminary engineering, construction engineering and administration; thereafter, and within 30 days after said job is submitted for bidding, deposit with State the balance of the estimated cost of said project.

5-A. In the event the total cost of completing said project exceeds the estimated cost, remit to State the balance due within 30 days following notification by State.

6. Save and hold harmless State or any of its departments, agencies, officers or employees for any sums which State or any of its departments, agencies, officers or employees may be obligated to pay by reason of any liability imposed upon any of the above for injury or damage to persons or property caused by the fault or negligence of District, its employees or agents.

The parties hereto further agree that it shall be the duty of District and State to maintain their respective facilities in such manner as to be deemed safe and in repair and to replace their respective facilities at their own expense as the necessity arises consistent with customary management practices. All such work done by either party in maintaining or replacing said facilities shall be done in a good and workmanlike manner and shall be accomplished so as not to interfere with operation of the facilities of the other party.

This agreement shall remain in full force and effect until completion of said construction project as aforesaid, provided, however, that this agreement may be cancelled at any time prior to the commencement of construction upon 30 days' written notice by either party to the other; provided however, agreements herein relating to maintenance shall be in perpetuity.

All parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

This agreement shall become effective on the date of filing same with the Secretary of State.

Attached hereto and incorporated herein by reference is a copy of State's resolution authorizing entry into this agreement, a copy of District's Resolution passed by its Board of Directors, a copy of the written determination of the appropriate attorney that District is authorized under the laws of this State to enter into this agreement and that said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

FLOOD CONTROL DISTRICT OF  
MARICOPA COUNTY

STATE OF ARIZONA  
DEPARTMENT OF TRANSPORTATION

BY:

Fred Kory Jr.  
Chairman, Board of Directors

BY:

W. O. Ford  
W. O. Ford  
Acting State Engineer

DATE: MAY 7 1984

ATTEST:

Chene Collins  
Clerk, Board of Directors  
Flood Control District of  
Maricopa County

RECOMMEND FOR APPROVAL

FLOOD CONTROL DISTRICT OF  
MARICOPA COUNTY

BY:

D. E. Garrow  
Chief Engineer & General Manager

RESOLUTION FCD 84-4

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL  
AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION  
FOR THE RELOCATION OF INTERSTATE 17 AT THE LOCATION OF  
THE PROPOSED ARIZONA CANAL DIVERSION CHANNEL

The Board of Directors of the Flood Control District of Maricopa County convened in the Supervisor's Auditorium at 205 West Jefferson Street, Phoenix, Arizona on May 7, 1984, with a quorum present and in accordance with the recommendation of the Chief Engineer and General Manager of the Flood Control District, adopted the following resolution on motion made by Mr. Freestone.

WHEREAS, the construction of the Arizona Canal Diversion Channel (ACDC) Project will require a crossing at Interstate 17 and its frontage roads, and

WHEREAS, the Flood Control District, as local sponsor of the federally funded ACDC Project is responsible for relocations of roadways and utilities, and

WHEREAS, the State of Arizona Department of Transportation (ADOT) desires to perform the necessary relocations at Interstate 17 and to be reimbursed by the Flood Control District.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman and the Clerk of the Board of the Flood Control District of Maricopa County are authorized and directed to execute an Intergovernmental Agreement between the State of Arizona Department of Transportation and the Flood Control District of Maricopa County for the design and construction of the relocation of Interstate 17 at the ACDC Project.

DATED this 7th day of MAY, 1984.

Fred Krueger  
Chairman, Board of Directors  
Flood Control District of  
Maricopa County

ATTEST:


Cherie Ellis  
Clerk of the Board

Date MAY 7 1984

RESOLUTION

BE IT RESOLVED on this 1st day of November, 1983,  
that I, W. A. Ordway, as Director, ARIZONA DEPARTMENT OF  
TRANSPORTATION, have determined that it is in the best  
interest of the State of Arizona that the DEPARTMENT OF  
TRANSPORTATION, acting by and through the Highways Division,  
enter into an Intergovernmental Agreement with the Maricopa  
County Flood Control District for the construction of new  
bridges on Interstate 17 just north of the Arizona Canal  
to allow passage of the Arizona Canal Diversion Channel  
beneath Interstate 17.

Therefore, authorization is hereby given to draft said  
Agreement which, upon completion, shall be submitted for  
approval and execution by the Chief Deputy State Engineer.

  
W. A. Ordway, Director  
Arizona Department of  
Transportation

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

GENERAL COUNSEL

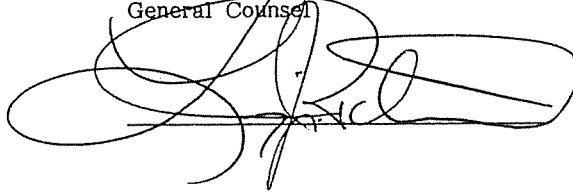
INTERGOVERNMENTAL AGREEMENT

DETERMINATION

The Flood Control District of Maricopa County Agreement with the State of Arizona, Department of Transportation, concerning construction of bridges and frontage roads on Interstate 17 where it crosses the proposed Arizona Canal Diversion Channel, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Secs. 11-952, 45-2360 and 45-2369, as amended, by the undersigned General Counsel who has determined that it is in proper form and is within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

DATED this 13 day of April, 1984.

LARRY J. RICHMOND  
General Counsel

A large, stylized handwritten signature in black ink, appearing to read 'L. J. Richmond', is written over the printed name and title.



OFFICE OF THE  
**Attorney General**  
TRANSPORTATION DIVISION  
1275 WEST WASHINGTON  
PHOENIX, ARIZONA 85007  
(602) 255-1680

ROBERT K. CORBIN  
ATTORNEY GENERAL

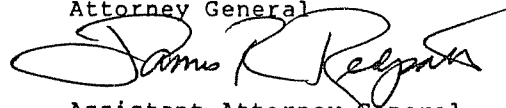
INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. 84-285, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 5<sup>th</sup> day of June, 1984.

ROBERT K. CORBIN  
Attorney General

  
Assistant Attorney General  
Transportation Division